

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

CENGAGE LEARNING, INC., et al., )  
)  
Plaintiffs, )  
)  
v. )  
)  
MORENA FOR INTERNATIONAL )  
TRADING, et al., )  
)  
Defendants. )

Case No. 19 C 1727

Judge John Robert Blakey

**DEFAULT JUDGMENT AND PERMANENT INJUNCTION**

THIS CAUSE is before the Court on the Motion of Plaintiffs Cengage Learning, Inc., Bedford, Freeman & Worth Publishing Group, LLC, McGraw-Hill Global Education Holdings, LLC, and Pearson Education, Inc. (collectively, “Plaintiffs”) for a default judgment in the amount of \$28,650,000 and a permanent injunction against Defendants Morena for International Trading, Morena Hong Kong Limited, Aika Trading Company, Kloni, Zeena Books LLC, Mazen Alali (aka Aym Hjj, Hamza Alali, Haz Li, Hend Ai, Lolo Abc, Mazen Ali, and Mazen Sayes), Sawsan Shabaan, Ahmad Harasis, Wasim Al Khatib, Nour Abulobeh, Samir Khattab, Hong Lu, Lamis Salameh, and Mohammed Sayes. Plaintiffs’ Motion is brought pursuant to Federal Rule of Civil Procedure 55(b), the Copyright Act, 17 U.S.C. §§ 101 *et seq.*, and the Lanham Act, 15 U.S.C. §§ 1114 *et seq.* Plaintiffs proceed on the basis that Defendants are importing, distributing, offering for sale, and/or selling counterfeits of Plaintiffs’ textbooks, *i.e.*, unauthorized copies of Plaintiffs’ copyrighted works bearing Plaintiffs’ federally registered trademarks, as set forth in the Amended Complaint.

Plaintiffs initiated this action on March 12, 2019 alleging that the eight original Defendants willfully engaged in copyright infringement and trademark counterfeiting and infringement. The next day, Plaintiffs moved for a temporary restraining order, as well as permission to serve process on Defendants by email and conduct expedited discovery into Defendants' identities and sales, which was granted. *Ex Parte* Order, ECF No. 13. Plaintiffs served their moving papers and the Court's *Ex Parte* Order on Defendants by email on March 23, 2019. Cert. of Service, ECF No. 33. On April 16, 2019, Plaintiffs filed the Amended Complaint, identifying six additional Defendants involved in the counterfeiting operation and providing additional information on counterfeit sales found through expedited discovery. Am. Compl., ECF No. 42. Defendants have not responded to the Amended Complaint or otherwise appeared in this case. Accordingly, upon Plaintiffs' motion and supporting declaration, ECF No. 46, default was entered against Defendants on May 16, 2019. Minutes Entry, ECF No. 51.

On June 6, 2019, Plaintiffs submitted a Motion for Default Judgment against Defendants pursuant to Federal Rule of Civil Procedure 55(b) and a Memorandum of Law and Declarations in support thereof.

Having reviewed Plaintiffs' papers, and the entire record herein, the Court HEREBY FINDS that:

A. Defendants have been properly served in this action with the Amended Complaint and Summonses;

B. Defendants have not filed an Answer or otherwise responded to the Amended Complaint or appeared in this action;

C. Plaintiffs own the copyrights or exclusively control all rights, title, and interest in and to their respective works described on Exhibit 2 to the Murphy Declaration filed with Plaintiffs' Memorandum of Law (the "Infringed Works");

D. Plaintiffs own or exclusively control all rights, title, and interest in and to their respective trademarks and service marks described on Exhibit 2 to the Murphy Declaration (the "Infringed Marks");

E. Defendants have willfully infringed Plaintiffs' copyrights in the Infringed Works and willfully counterfeited and infringed the Infringed Marks in connection with the importation, distribution, offering for sale, and/or sale of counterfeit copies of textbooks published by Plaintiffs;

F. Defendants' willful infringement of Plaintiffs' copyrights in the Infringed Works and Infringed Marks has caused Plaintiffs irreparable harm;

G. The continued importation, distribution, offering for sale, and/or sale of counterfeits of Plaintiffs' textbooks will result in irreparable injury to Plaintiffs if the requested relief is not granted, and no adequate remedy at law exists. Plaintiffs will lose control over the exercise of their exclusive rights and the reputation of their brands, and also suffer an indeterminable amount of harm through sales lost to counterfeits;

H. Defendants are therefore liable to Plaintiffs, jointly and severally, for willful copyright infringement under the Copyright Act, 17 U.S.C. §§ 101, *et seq.*, and

willful trademark infringement and counterfeiting under the Lanham Act, 15 U.S.C. § 1114. Defendants have also violated the Lanham Act, 15 U.S.C. § 1125(a), by falsely designating the origin of textbooks as associated with or originating from Plaintiffs.

I. As a result of Defendants' unlawful conduct, Plaintiffs are entitled to the entry of a final judgment and permanent injunction against Defendants.

Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants, their officers, directors, agents, servants, representatives, employees, successors, and assigns, and all those acting in active concert or in participation with any of them (including those using any pseudonyms or false identities, including those set forth on Appendix A), are permanently enjoined and restrained from (i) directly or indirectly infringing any copyrighted work that is owned or exclusively controlled by Plaintiffs (or any parent, subsidiary, or affiliate of Plaintiffs), including but not limited to any print or digital textbook or other work published under the imprints identified on Appendix B, whether now in existence or later created ("Plaintiffs' Works"), and (ii) permanently enjoined and restrained from directly or indirectly infringing any trademarks or service marks that are owned or exclusively controlled by Plaintiffs (or any parent, subsidiary, or affiliate of Plaintiffs), including but not limited to trademarks and service marks associated with the imprints identified on Appendix B, whether now in existence or later created ("Plaintiffs' Marks"). This relief includes, but is not limited to, a permanent injunction upon Defendants from directly or indirectly manufacturing, reproducing, importing, distributing (including returning goods purchased from another), offering for sale,

and/or selling counterfeit copies of Plaintiffs' Works.

IT IS FURTHER ORDERED that Defendants, their officers, directors, agents, servants, representatives, employees, successors, and assigns, and all those acting in active concert or in participation with any of them (including those using any pseudonyms or false identities, including those set forth on Appendix A), are permanently enjoined and restrained from: (i) Enabling, facilitating, permitting, assisting, soliciting, encouraging, or inducing others to directly or indirectly infringe Plaintiffs' Works; and (ii) enabling, facilitating, permitting, assisting, soliciting, encouraging, or inducing others to directly or indirectly infringe Plaintiffs' Marks. This relief includes, but is not limited to, a permanent injunction upon Defendants from enabling, facilitating, permitting, assisting, soliciting, encouraging, or inducing others to directly or indirectly manufacture, reproduce, import, distribute (including return goods purchased from another), offer for sale, and/or sell counterfeit copies of Plaintiffs' Works. Defendants are also permanently enjoined from falsely designating the origin of goods, including textbooks, as associated with or originating from Plaintiffs (or any parent, subsidiary, or affiliate of Plaintiffs) when they are not.

IT IS FURTHER ORDERED that, pursuant to 17 U.S.C. § 504(c) and 15 U.S.C. § 1117(c), Plaintiffs are awarded statutory damages against Defendants, joint and severally, for willful copyright infringement and trademark counterfeiting/infringement, plus post-judgment interest calculated at the rate set forth in 28 U.S.C. § 1961, in the amount of \$28,650,000.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over the

parties and the subject matter of this litigation for the purpose of interpretation and enforcement of this Permanent Injunction.

FINAL JUDGMENT is hereby entered in favor of Plaintiffs against Defendants Morena for International Trading, Morena Hong Kong Limited, Aika Trading Company, Kloni, Zeena Books LLC, Mazen Alali (aka Aym HJz, Hamza Alali, Haz Li, Hend Ai, Lolo Abc, Mazen Ali, and Mazen Sayes), Sawsan Shabaan, Ahmad Harasis, Wasim Al Khatib, Nour Abulobeh, Samir Khattab, Hong Lu, Lamis Salameh, and Mohammed Sayes, jointly and severally, as described above, for a total sum of \$28,650,000, plus post-judgment interest calculated at the rate set forth in 28 U.S.C. § 1961.

Dated: June 13, 2019

Entered:

A handwritten signature in black ink, appearing to read "John Blakey", written over a horizontal line.

John Robert Blakey  
United States District Judge

**APPENDIX A: NAMES, PSEUDONYMS, OR FALSE IDENTITIES**

NAME		
Ahmad Harasis	John Pham	Msa Yees
Ahmed Hassan	Lama Soly	Msa Yess
Ava William	Lamis Salameh	Nour Abu-Lobeh
Aym HJz	Liam Logan	Nour Mark
Ayman Hijazi	Lima Jacob	Samir Khattab
George Taylor	Lolo Abc	Sara Ali
Haitham Jayy	Ma Say	Sara Mady
Hamza Alali	Mark Nour	Sawsan Shabaan
Hamza Ali	Maz Aly	Sawsan Shaban
Hassan Mohamed Khattab Danash	Maz Ay	Steven Lee
Haz Li	Mazan Awad	Walaa Awad
Hend Ai	Mazan Sami	Walaa H Awad
Hend AlAli	Mazen Alali	Wasim Alkhat
Hend Ali	Mazen Ali	Wasim Alkhatib
Hend Aly	Mazen Awad	Wasim White
Hend Hind	Mazen Sadeq	William Brown
Henry King	Mazen Sami Alali	Zayne Zabell
Hong Lu	Mazen Sayes	Zeena AlAli
Isabella Smith	Mohammed Sayes	Zeena Mazen Sami Al-Ali

EMAIL ADDRESSES		
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abcbook10@yahoo.com	ie_lamis@yahoo.com	samir.khattab59@mail.com
alalih15@gmail.com	khalid.abusara@aika-me.com	sara1985madreed@gmail.com
alharaseesa84@gmail.com	l.soly333@gmail.com	sawsan.shaban@aika-me.com
amazon1985awad@gmail.com	1123569@yandex.com	sydel79@fsmilitary.com
Azz.jarrar@mail.com	laiali8989@gmail.com	wala1985awad@gmail.com
dorenher80@zoho.com	lamis.salameh@morena-me.com	wasim1978@mail.com
dr.sahelshaban@gmail.com	mazen.alali@morena-me.com	wasim1978@protonmail.com

hen@alali1111@gmail.com	msayes68@mail.com	Zee987321@protonmail.com
hend.alali1111@gmail.com	mzam201666@mail.com	Zee987321@yandex.com

ADDRESSES				
Street	City	State	Zip Code	Country
4 Goldfield Rd	Honolulu	HI	96815	USA
201 North Garland Court	Chicago	IL	60601	USA
2328 W Augusta Blvd.	Chicago	IL	60622	USA
26 E. Pearson Street	Chicago	IL	60611	USA
3046 N Ashland Ave.	Chicago	IL	60657	USA
5400 N. Lakewood Ave.	Chicago	IL	60640	USA
8200 Clyde Avenue	Chicago	IL	60617	USA
970 East 58 <sup>th</sup> Street	Chicago	IL	60637	USA
101 Lively Blvd	Elk Grove Village	IL	60007	USA
3825 N Wilton	Liberty	IL	60605	USA
5500 S University Ave, Suite 110	Chicago	IL	60637	USA
115 South Locus Street, Suite C	Oxford	OH	45056	USA
1452 Ridge Road	Allen	TX	75060	USA
2150 North Kenmore Ave	Austin	TX	45040	USA
1106 Timm Dr	College Station	TX	77840	USA
Andaluciyeh Complex	College Station	TX	75703	USA
600 Melba St	Dallas	TX	75208	USA
11809 Deer Grass Cir.	El Paso	TX	11809	USA
8424 Illinois Ave	Garland	TX	75040	USA
9210 Bintliff Dr	Houston	TX	77074	USA
9210 Blintliff Dr	Houston	TX	77074	USA
2803 Kings Crossing Dr	Kingwood	TX	77345	USA
2300 Glenna Goodacre Blvd.	Lubbock	TX	79401	USA
1601 N College St.	McKinney	TX	75069	USA
4450 Ridge Rd Apt 5208	McKinney	TX	75070	USA
5913 Silverton Ave	McKinney	TX	75070	USA
6405 Eldorado Pkwy	Mckinney	TX	75070	USA
7815 Willow Chase Blvd	McKinney	Tx	75070	USA
587 William Lane	Plainview	TX	79072	USA
11809 Deer Grass Cir.	San Antonio	TX	79936	USA



ADDRESSES				
Street	City	State	Zip Code	Country
6 Ashley Grn	San Antonio	TX	78257	USA
7723 Ridge St	San Antonio	TX	78209	USA
8424 Illinois Ave	San Antonio	TX	79936	USA
8636 Sierra Sky	San Antonio	TX	78254	USA
1000 Hicks Street	Tomball	TX	77375	USA
99 Trophy Club Drive	Trophy Club	TX	76762	USA
7518 Carothers St	Houston	TX	77028	USA
301 Frontier Way	Liberty	TX	77070	USA
5917 67th St,	Lubbock	TX	79424	USA
45 Zain al-Sharaf St, Marj al-Hamam	Amman			Jordan
7th Circle, Zahran Plaza, Complex GF 3	Amman		11952	Jordan
Al Dahla Complex, Mamdoug Saraya St	Amman			Jordan
Andaluciyeh Complex	Amman			Jordan
Hareth ben qais St.	Amman		11821	Jordan
Mecca Street, Husseni Complex, Office 302	Amman			Jordan
Tela Alali, Abd Alziz Asfour St.	Amman			Jordan
Wadi Seer, 8th Circle	Amman			Jordan
Zahran Street, 7th Circle Anman	Amman		11952	Jordan
Andaluciyeh Complex	Madaba			Jordan
16th St. - Al Shamkha Villa 17	Abu Dhabi	Abu Dhabi		AE
Street 302	Dubai		66673	AE
MT 2336, Hoking Ctr., No. 2-16 Fa Yuen St.	Mongkok			Hong Kong
Room 11, Gate 19, Bldg 8, District 3	Baojian	Wuchang Wuhan Hubei	430000	China
Room A404,Yongcheng Garden	Wuhan			China

**APPENDIX B: PLAINTIFFS' IMPRINTS**

<b>BEDFORD, FREEMAN &amp; WORTH PUBLISHING GROUP, LLC</b>	<b>CENGAGE LEARNING, INC.</b>
Bedford, Freeman & Worth High School Publishers Bedford/St. Martin's BFW BFW High School Publishers Freeman Macmillan Education Macmillan Learning W.H. Freeman & Company Worth Worth Publishers	Brooks Cole Cengage Cengage Learning Course Technology Delmar Gale Heinle Milady National Geographic Learning South-Western Educational Publishing Wadsworth
<b>MCGRAW-HILL GLOBAL EDUCATION HOLDINGS, LLC</b>	<b>PEARSON EDUCATION, INC.</b>
Irwin Lange McGraw-Hill McGraw-Hill Education McGraw-Hill Higher Education McGraw-Hill Professional McGraw-Hill Ryerson McGraw-Hill/Appleton & Lange McGraw-Hill/Contemporary McGraw-Hill/Dushkin McGraw-Hill/Irwin NTC/Contemporary Osborne Schaum's	Addison Wesley Adobe Press Allyn & Bacon Benjamin Cummings Brady Cisco Press Financial Times Press/FT Press IBM Press Longman New Riders Press Peachpit Press Pearson Pearson Education Que Publishing Sams Publishing